MUTUAL BENEFIT SOCIETIES—CHANGES IN BY-LAWS.—A provision in the constitution of a benefit society that members shall become such subject to the power of the corporation to change its by-laws, is held in *Bragaw* v. *Supreme Lodge K. & L. of H.* (N. C.), 54 L. R. A. 602, not to permit the society to change at will the contract it has made with each member.

A mere general consent by a member of a mutual benefit society that the constitution and by-laws may be amended is held in *Strauss* v. *Mutual Reserve Fund L. Asso.* (N. C.), 54 L. R. A. 605, to apply only to such reasonable regulations as may be within the scope of its original design, and not to authorize changes which will destroy the value of his contract. See *ante* p. 812.

EQUITY PLEADING—PETITION—AMENDED BILL.—"Where a petition is filed in a suit in equity by one not a party to it, and whose rights are not mentioned in the bill, and such petition asks relief touching the subject-matter of the bill, and such petition discloses an interest in the petitioner in such matter hostile to the claim of the plaintiff, the plaintiff must file an amended bill to bring the petitioner and his claim before the court, before there can be an adjudication of the plaintiff's rights. The mere petition does not make the petitioner a party for the purposes of decree."—Syllabus by the court, in *Gall* v. *Gall* (W. Va.), 40 S. E. 380. This is believed not to be the rule of equity practice in Virginia. We shall be glad to receive information from judges or members of the bar as to whether this rule prevails in any of the circuits of this State.

TRADE MARKS—UNFAIR COMPETITION.—When an alleged trade mark is not in itself a good trade mark, yet where the use of the word has come to denote the particular manufacturer or vender, relief against unfair competition or perfidious dealing will be awarded by requiring the use of the word by another to be confined to its primary sense, by such limitations as will prevent misapprehension on the question of origin.

It is not proper, where unfair competition is found, for a court of equity to give its approval in advance to a changed form to avoid future liability. The duty is cast upon defendant of deciding "how near with safety he may drive to the edge of the precipice, and whether it be not better for him to keep as far from it as possible." *Sterling Remedy Co.* v. *Spermine Medical Co.* (C. C. A.), 112 Fed. 1000. Citing *Hires Co.* v. *Consumers Co.*, 100 Fed. 809; *Elgin Nat. Watch Co.* v. *Illinois Watch Co.*, 179 U. S. 665.

CORPORATIONS—ULTRA VIRES—ESTOPPEL.—A corporation which has mortgaged its property to another corporation and retains the proceeds of the transaction, will not be heard to allege its own want of power to execute or the lack of authority of the mortgagee to accept such a mortgage. *Savings and Trust Co.* v. *Bear Valley Irr. Co.* (C. C.), 112 Fed. 693. Citing *Thomas* v. *R. R. Co.*, 101 U. S. 85; *Reynolds* v. *Bank*, 112 U. S. 405; *Bank* v. *Matthews*, 98 U. S. 621; *Bank* v. *Whitney*, 103 U. S. 99; *Swope* v. *Leffingwell*, 105 U. S. 3.

Per Ross, Cir. J.:

"Property delivered under a void deed or contract may be recovered, or compensation therefor enforced, where, in order to maintain such recovery, it is not